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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS**

KASSIDY WOODS,

Plaintiff,

v.

NICHOLAS ROLOVICH, in his  
individual capacity, and  
WASHINGTON STATE  
UNIVERSITY,

Defendants.

NO. 3:21-cv-01958-M

NICHOLAS ROLOVICH AND  
WASHINGTON STATE  
UNIVERSITY'S ANSWER TO  
PLAINTIFF'S COMPLAINT

Defendants, NICHOLAS ROLOVICH and WASHINGTON STATE UNIVERSITY, in  
answer to Plaintiff's complaint, admit, deny and allege as follows:

**I. PARTIES**

1. Admitted.

2. Admitted in part, denied in part. Defendants admit that Nicholas Rolovich was a  
resident of Washington State at the times material to the events pleaded in Plaintiff's Complaint.  
Further, Defendants admit that Nicholas Rolovich's salary made him one of the highest paid  
employees in the State of Washington. Any allegation or inference from an allegation not  
specifically admitted is denied.

1           3.     Admitted in part, denied in part. Defendants admit that Washington State University  
2 (“WSU”) is a state agency as recognized by RCW 28B.30.010. Defendants further admit that  
3 original service of process can be accomplished under state law by serving an Assistant Attorney  
4 General at one of the offices of the Attorney General as provided in RCW 4.92.020. Any allegation  
5 or inference from an allegation not specifically admitted is denied.

6           4.     Admitted in part, denied in part. Defendants admit that Nicholas Rolovich acted under  
7 color of state law when he acted in his capacity as the WSU Head Football Coach. Any allegation  
8 or inference from an allegation not specifically admitted is denied.

9                               **II.     JURISDICTION AND VENUE**

10           5.     Admitted in part, denied in part. This Court has original jurisdiction over the subject  
11 matter of claims arising under federal law like 42 U.S.C. § 1983 and 42 U.S.C. § 2000e. Defendants  
12 deny that personal jurisdiction exists. Any allegation or inference from an allegation not specifically  
13 admitted is denied.

14           6.     Denied.

15           7.     Denied.

16                               **III.     FACTUAL SUMMARY**

17           8.     Admitted in part, denied in part. Defendants admit Woods is a Black student-athlete  
18 who played football at Greenhill High School in Dallas, Texas. Defendants further admit that  
19 Woods possessed sufficient athletic and academic qualities to be recruited to play collegiate football  
20 at WSU. Any allegation or inference from an allegation not specifically admitted is denied.

21           9.     Admitted in part, denied in part. Defendants admit that WSU recruited Woods to play  
22 collegiate football at WSU as a scholarship athlete. Any allegation or inference from an allegation  
23 not specifically admitted is denied.

24           10.    Admitted in part, denied in part. Defendants admit that under former WSU Head  
25 Football Coach Mike Leach, WSU recruited Woods to play collegiate football at WSU. Defendants  
26 further admit that Woods and his parents had an Official Visit to WSU in November 2017.

1 Consistent with NCAA rules, WSU covered travel, lodging and meal related expenses. Any  
2 allegation or inference from an allegation not specifically admitted is denied.

3 11. Admitted in part, denied in part. Defendants admit that in December 2017 Woods  
4 executed a National Letter of Intent and an Athletic Financial Aid Agreement indicating his  
5 commitment to play collegiate football at WSU. Any allegation or inference from any allegation  
6 not specifically admitted is denied.

7 12. Admitted in part, denied in part. Defendants admit Woods traveled to Pullman,  
8 Washington in June 2018 to attend school and play collegiate football at WSU.

9 13. Admitted in part, denied in part. Defendants admit Woods remained a scholarship  
10 student-athlete at WSU until after he entered the transfer portal in September 2020. He received  
11 one-year Athletic Aid Renewals for 2019-2020 and for 2020-2021, along with additional Summer  
12 Financial Aid Agreements for the summer of the 2018-2019 scholastic year and summer of the  
13 2019-2020 scholastic year. Any allegation or inference from an allegation not specifically admitted  
14 is denied.

15 14. Admitted in part, denied in part. Defendants admit that Woods' Athletic Financial  
16 Aid was intact until he entered the transfer portal in September 2020. Defendants are currently  
17 without sufficient information to form a belief as to the truth of the remainder of the matter asserted  
18 and therefore deny the same.

19 15. Admitted in part, denied in part. Former WSU Head Football Coach Mike Leach left  
20 his position with WSU. Following Coach Leach's departure, WSU hired Nicholas Rolovich, a  
21 Caucasian, to serve as the WSU Head Football Coach. Rolovich's contract called for a salary of  
22 approximately 3 million dollars in 2020, which makes him one of the highest paid public employees  
23 in Washington State. Any allegation or inference from an allegation not specifically admitted is  
24 denied.

25 16. Admitted in part, denied in part. The World Health Organization declared a  
26 worldwide pandemic based upon the spread of COVID-19. Any allegation or inference from an

1 allegation not specifically admitted is denied.

2 17. Admitted in part, denied in part. In the spring semester of 2020, WSU moved from  
3 in-person attendance to distance learning as a result of the spread of COVID-19. Spring football  
4 practices were not in-person. Any allegation or inference from an allegation not specifically  
5 admitted is denied.

6 18. Admitted in part, denied in part. WSU football implemented measures to continue  
7 preparations for the upcoming fall season through home-based workout programs and remote  
8 interactions. Upon information and belief, Woods likely participated in the home-based workout  
9 programs and remote interactions while in Texas until he returned to Pullman in June 2020. Any  
10 allegation or inference from an allegation not specifically admitted is denied.

11 19. Admitted in part, denied in part. Defendants admit the allegation generally but deny  
12 that the measures were instituted to “compel the athletes to continue preforming their contractual  
13 commitments to WSU from their home states.”

14 20. Admitted in part, denied in part. Defendants admit that in June 2020 they  
15 communicated with Woods regarding the then upcoming 2020-2021 football season and upon  
16 information and belief, at times Woods would have likely been in Texas during those  
17 communications. Any allegation or inference from an allegation not specifically admitted is denied.

18 21. Admitted in part, denied in part. Defendants admit that in June 2020 a player and  
19 parent meeting occurred to discuss the vision for moving forward with academic and football  
20 activities. Defendants further admit that at the time of the meeting the incidence of COVID 19 was  
21 reportedly lower in Whitman County than in other geographic regions and that the WSU student  
22 community would largely be engaged in remote learning, reducing the risk of exposure from others.  
23 WSU did not provide guidance about opting out of football activities because no final decisions had  
24 been made in that regard when the meeting occurred. Any allegation or inference from an allegation  
25 not specifically admitted is denied.

26 22. Admitted in part, denied in part. Defendants admit that WSU players were required

1 to self-quarantine for a specific period of time upon their return to Pullman. On or about June 29,  
 2 2020, Woods returned to his off-campus residence where he lived with two teammates. Upon  
 3 information and belief, Woods does carry the sickle cell trait and studies have reported higher  
 4 incidents of COVID related hospitalization for individuals who carry the sickle cell trait.

5 23. Admitted in part, denied in part. Defendants admit that at one point in July 2020 after  
 6 Woods returned to Pullman, he was isolated due to a potential COVID exposure. Defendants  
 7 further admit that identities of individuals who tested positive were not disseminated among the  
 8 team due to HIPPA concerns. Defendants deny that WSU had knowledge of football players testing  
 9 positive before student-athletes returned to Pullman. Any allegation or inference from an allegation  
 10 not specifically admitted is denied.

11 24. Defendants deny any nonchalance regarding COVID-19 risks or an environment  
 12 where safety protocols were not in place. Defendants are without sufficient information to form a  
 13 belief as to the truth of the remainder of the allegation and therefore deny the same.

14 25. Admitted in part, denied in part. Defendants admit that a student-athlete group  
 15 described as #WeAreUnited formed and issued demands to the Pac-12 Conference. Any allegation  
 16 or inference from an allegation not specifically admitted is denied.

17 26. Admitted in part, denied in part. Defendant Rolovich admits communicating to  
 18 players in the WSU football program that if they were part of a group threatening to boycott the  
 19 season if demands were not met, they could talk with him about the issue. Any allegation or  
 20 inference from an allegation not specifically admitted is denied.

21 27. Admitted in part, denied in part. Defendant Rolovich recalls discussions with players  
 22 around the issue of players boycotting the season and other player concerns. Any allegation or  
 23 inference from an allegation not specifically admitted is denied.

24 28. Admitted in part, denied in part. Defendants admit that Woods called Rolovich and  
 25 recorded the conversation without any notice to Rolovich or consent by Rolovich. Woods informed  
 26 Rolovich that he was opting out of the 2020 football season due to personal health concerns.

1 Rolovich confirmed that opting out for personal health reasons related to COVID would not  
 2 jeopardize Woods' scholarship. Rolovich also sought to clarify if Woods was boycotting the season  
 3 for reasons related to the demands issued by the student-athlete group to the PAC-12. Rolovich  
 4 explained to Woods that boycotting the season as part of the student-athlete group demands would  
 5 likely be treated differently than opting out for personal health reasons related to COVID. Rolovich  
 6 again confirmed he had no objection to Woods opting out for COVID related reasons. Rolovich  
 7 asked Woods if he planned to return home to Texas, at which point Woods indicated he still  
 8 intended to stay at WSU and intended to participate in team workouts but was not comfortable  
 9 traveling. Rolovich then informed Woods that he could not participate in team functions if he had  
 10 elected to opt out of the season. Rolovich also explained that a consequence of opting out meant  
 11 Woods would need to clean out his locker because limiting the number of people in and around the  
 12 team increased the likelihood of actually having a season and would allow the team to dedicate its  
 13 resources to those individuals who were still playing on game days. Any allegation or inference  
 14 from an allegation not specifically admitted is denied.

15 29. Denied.

16 30. Admitted in part, denied in part. Defendants admit that Aguilar removed Woods and  
 17 other athletes from GroupMe and Woods from other platforms for the 2020-21 football team. Any  
 18 allegation or inference from an allegation not specifically admitted is denied.

19 31. Denied.

20 32. Denied.

21 33. Denied.

22 34. Admitted in part, denied in part. Defendants admit that Chun did meet with Woods  
 23 and his parents. Any allegation or inference from an allegation not specifically admitted is denied.

24 35. Admitted in part, denied in part. Defendants admit that Woods did not receive meals  
 25 in the same way players who had not opted out of the upcoming season received meals. Any  
 26 allegation or inference from an allegation not specifically admitted is denied.

1           36. Admitted in part, denied in part. Defendants admit Woods' family made a claim to  
2 the media that Woods was cut from the WSU football team and that Woods' family's claim was  
3 widely disseminated. Any allegation or inference from an allegation not specifically admitted is  
4 denied.

5           37. Admitted in part, denied in part. Defendant Rolovich admits asking student-athletes  
6 to communicate with him directly if they intended to opt out or intended to transfer. Any allegation  
7 or inference from an allegation not specifically admitted is denied.

8           38. Denied.

9           39. Admitted in part, denied in part. Defendants admit that COVID-19 opt out protocols  
10 were issued by WSU. Any allegation or inference from an allegation not specifically admitted is  
11 denied.

12           40. Admitted in part, denied in part. Defendants admit that counsel for Woods, within 3  
13 days of Woods opting out of the 2020-2021 season, sent a letter to the Defendants. Any allegation  
14 or inference from an allegation not specifically admitted is denied.

15           41. Admitted in part, denied in part. Defendants admit that positive COVID-19 tests  
16 disrupted practice schedules and game schedules during the 2020-2021 football season. Any  
17 allegation or inference from an allegation not specifically admitted is denied.

18           42. Admitted in part, denied in part. Defendants admit that WSU President Kirk Schulz  
19 was interviewed by 247Sports and during the interview confirmed his positive view of Woods.  
20 Schulz is quoted as saying "I don't think we were crystal clear to our student-athletes and our  
21 coaches on what it meant to step aside." Schulz is also quoted as saying the situation had been  
22 blown a little out of proportion and he indicated his willingness to talk with Woods. Defendant  
23 Rolovich admits that the phone call between himself and Woods is misconstrued. Any allegation  
24 or inference from an allegation not specifically admitted is denied.

25           43. Admitted in part, denied in part. Defendants admit that a Zoom meeting occurred  
26 with Chun, an AAG, the Woods family and their attorney present. Any allegation or inference from

1 an allegation not specifically admitted is denied.

2 44. Admitted in part, denied in part. Defendants admit that Chun is the Athletic Director  
3 at WSU and as such he oversees the Athletic Department. At all times relevant to this lawsuit,  
4 Rolovich reported directly to Chun. Any allegation or inference from an allegation not specifically  
5 admitted is denied.

6 45. Admitted in part, denied in part. Defendants admit that Schulz and Woods never had  
7 a personal conversation. Any allegation or inference from an allegation not specifically admitted  
8 is denied.

9 46. Admitted in part, denied in part. Defendants admit that Woods ended his football  
10 career at WSU by entering the NCAA transfer portal. Any allegation or inference from an allegation  
11 not specifically admitted is denied.

12 47. Admitted in part, denied in part. Defendants admit that out of 1,600 tests  
13 administered, 60 student athletes tested positive for COVID-19 in September 2020 as compared to  
14 seven positive tests in August 2020. Any allegation or inference from an allegation not specifically  
15 admitted is denied.

16 48. Admitted in part, denied in part. After Woods ended his eligibility to play football at  
17 WSU by entering the NCAA transfer portal, Woods forfeited his right to any continuing Athletic  
18 Financial Aid. Any allegation or inference from an allegation not specifically admitted is denied.

19 **IV. CAUSES OF ACTION**

20 **FIRST CAUSE OF ACTION**

21  
22 49. The responses to the preceding paragraphs are incorporated by reference herein.

23 50. Admitted.

24 51. Denied.

25 52. Denied.

26 53. Denied.



1 54. Denied.

2 55. Denied.

3 **SECOND CAUSE OF ACTION**

4 56. The responses to the preceding paragraphs are incorporated by reference herein.

5 57. Admitted.

6 58. Admitted in part, denied in part. Defendants admit that Woods is a member of a  
7 protected class. Any allegation or inference from an allegation not specifically admitted is denied.

8 59. Denied.

9 60. Denied.

10 61. Denied.

11 **THIRD CAUSE OF ACTION**

12 62. The responses to the preceding paragraphs are incorporated by reference herein.

13 63. Admitted in part, denied in part. Defendants admit that Woods entered Athletic  
14 Financial Aid Agreements with WSU, the terms and conditions of which are detailed in various  
15 agreements. Any allegation or inference from an allegation not specifically admitted is denied.

16 64. Admitted in part, denied in part. Defendants admit that until the last agreement,  
17 Woods met his obligations to receive benefits under the Athletic Aid Agreement. However, Woods  
18 voluntarily ended the last agreement by entering the NCAA transfer portal. Any allegation or  
19 inference from an allegation not specifically admitted is denied.

20 65. Denied.

21 66. Denied.

22 **FOURTH CAUSE OF ACTION**

23 67. The responses to the preceding paragraphs are incorporated by reference herein.

24 68. Admitted.

25 69. Denied.

26 70. Admitted in part, denied in part. Defendants admit that WSU is a public university

1 with divisions that receive federal funds. Any allegation or inference from an allegation not  
2 specifically admitted is denied.

3 71. Denied.

4 **V. CONDITIONS PRECEDENT**

5 72. Denied.

6 **VI. PUNITIVE DAMAGES**

7 73. Denied.

8 **VII. ACTUAL DAMAGES**

9 74. Denied.

10 **VIII. EXPECTATION DAMAGES**

11 75. Denied.

12 **IX. ATTORNEYS FEES**

13 76. Denied.

14 **X. JURY DEMAND**

15 77. Defendants admit Woods demands a trial by jury. Defendants also demand a trial  
16 by jury for those causes of action for which a jury trial is permitted.

17 **PRAYER**

18 **AFFIRMATIVE DEFENSES**

19 By Way of FURTHER ANSWER and FIRST AFFIRMATIVE DEFENSE, Defendants allege

20 1. JURISDICTION – that the Court lacks jurisdiction over the person of the defendants.

21 2. VENUE – that the Northern District of Texas, the venue in which this action has been  
22 commenced, is not the proper venue for said action.

23 3. FAILURE TO STATE A CLAIM – that the Plaintiff has failed to state a claim upon which  
24 relief may be granted to the extent the Plaintiff brings any 42 U.S.C. § 1983 claim against WSU, an  
25 agency of the State of Washington.  
26

1 4. SETOFF – that the Defendants are entitled to an offset from any awards to Plaintiff herein  
2 and/or recovery of back monies paid to Plaintiff.

3 5. ELEVENTH AMENDMENT IMMUNITY – that the Defendant State of Washington, its  
4 agencies and agents sued in their official capacity, are not subject to civil suit for damages under  
5 the Eleventh Amendment of the Constitution of the United States.

6 6. QUALIFIED IMMUNITY – that the claims alleged under 42 U.S.C. § 1983 against the  
7 state employees are barred by the doctrine of qualified immunity.

8 WHEREFORE, Defendants prays that Plaintiff's complaint be dismissed with prejudice  
9 and that Plaintiff takes nothing by his complaint and that Defendants be allowed their costs and  
10 reasonable attorney fees herein.

11 DATED this 29th day of October, 2021.

12 ROBERT W. FERGUSON  
13 Attorney General

14 s/Carl P. Warring  
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**PROOF OF SERVICE**

I certify that I electronically filed the above document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Cody L. Towns [ctowns@townslawfirm.com](mailto:ctowns@townslawfirm.com)

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED this 29th day of October, 2021, at Spokane, Washington.

ROBERT W. FERGUSON  
Attorney General

s/Carl P. Warring  
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